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PREPARED BY MEGAN LEVI

RECORDING REQUESTED BY AND

WHEN RECORDED, MAIL TO: **NOVUS FINANCIAL CORPORATION** 4909 East 26th Street. Sloux Falls, SD 57103

Loan Number: 940-2-390-395999

DEPT-01 RECURDING

TRAN 0877 06/07/96 14:35:00 700012

\$4238 \$ CG *-96-435638 COOK COUNTY RECORDER CEPT-10 PENALTY \$28.00

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

NOVUS FINANCIAL CORPORATION

ILLINOIS MORTGAGE

THIS Mortgage, is made among the Mortgagor, (nerein "Borrower") May 24, 1996

THE CHICAGO TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 28, 1995 AND KNOWN AS TRUST NUMBER 1101-1889.

and the Mortgagee (herein "Lender"

NOVUS FINANCIAL CORPORATION 2215 Sanders Road Suite 300 Northbrook, IL 60062

AMOUNT SECURED: Fifty Thousand and of 100 Dollars (\$50,000.00).

ADVANCE MADE AT TIME OF MORTGAGE: Nings on Thousand Eight Hundred Seventy-Eight and 00/100 Dollars (\$15,878.00).

WHEREAS, Lender and Borrower have entered into an Agreement and Disclosure Statement (the "Agreement") pursuant to which Lender has agreed from time to time to make loans to Borrower under an arrangement whereby Borrower may borrow, repay and borrow again during the term of the Agreement.

BORROWER, in the consideration of the indebtedness herein recited and the mortgage herein created, prevocably mortgages, grants and conveys to Lender with power of sale, the following described property located in the County of COOK, State of Illinois, with MORTGAGE FOVENANTS:

LOT 73 IN J. HERBERT CLINE'S 87TH STREET HOMESITES, A SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 IN SPCTION 32, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

19-32-312-023 PINI

which has the address of:

8604 S MEADE BURBANK, IL 60459

TOGETHER with all the improvements now or hereafter erected on the property, and all easy ments, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights and water stack, and all fixtures now or hereafter attached to the property, all of which, including replacements and adultions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are vi∌rein referred to as the "Property."

TO SECURE to Lender (a) the repayment of all indebtedness due and to become due under the terms and conditions of the Agreement and Disclosure Statement (the "Agreement") executed by Borrower and clated the same day as this Mortgage, and all modifications, extensions and renewals thereof, which Agreement provides that Lender shall make advances to Borrower of a revolving nature and that such advances may be made, repaid and remade from time to time, subject to the limitetion that the total outstanding principal balance owing at any one time under the Agreement (not including linance charges thereon at a rate which will vary from time to time, and other fees and charges which may from time to lime be owing under the Agreement) shall not exceed the Amount Secured designated above; (b) the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges there on at the variable rate described in the Agreement (c) the performance of the covenants and agreements contained herein and in the Agreement.

ANY REFERENCES in this Mortgage to the "Note" shall be deemed to refer to the Agreement, and any references in this Mortgage to notes and promissory notes shall include loan agreements, as applicable. All references to interest shall be deeded to include finance charges.

BOX 383-CM

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BORROWER covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, except for the encumbrances of record approved by Mortgagee, except as provided in paragraph 6 hereof, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's Interest in the Property.

COVENANTS. Borrower and Lender covenant and agree as follows:

- Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Agreement, and the principal of and interest on any Future Advances secured by this Mortgage.
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement shall be applied by Lender first (in the order Lender chooses) to any finance charges collection rosts and other charges owing under the Agreement or this Mortgage second, to the principal balance payable under the Agreement.
- 3. Charges; Lie ns. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage and leasehold payments or ground rents, if any, by Burrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all holdes of amounts due and when Borrower makes payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage (excluding the lien of any Prior Encumbrance); provided that Borrower shall not be required to discharge any such lien so long as Borrower shall (a) agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or (b) in good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof, or (c) secure from the holder of such prior lien an agreement in form satisfactory to Lender subordinating such lien to this Mortgage. Any default by Borrower under the terms of any Prior Encumbrance shall constitute a default under this Mortgage.
- 4. Hazard Insurance. Borrower shall ke ip the improvements now existing or hereafter erected on the Property Insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts, and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall plovide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy. The amount of coverage shall be no less than Borrower's credit limit under the Agreement plus the full amount of any superior lien on the Property.

The insurance carrier providing insurance shall be choser, by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheid. All premiums on insurance policies shall be paid by Borrower, making payment when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in a form a ceptrible to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender, conder shall have the right to hold the policies and renewals thereof, and Borrower shall promptly turnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible, and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, ander is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, such application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraph 1 hereof or change the amount of such payments. If under paragraph 16 hereof the Property is acquired by Lender, all rights, title and interest of Borrower in any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part thereof.

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6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage. Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on the outstanding principal under the Agreement, unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear Interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take action hereunder. Any solice taken by Lender under this paragraph 6 shall not cure any breach Borrower may have committed of any sovenant or agreement under this Mortgage.

- 7. Inspection. Lends, may make or cause to be made reasonable entries upon and inspections of the Property, provided that Landar shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lunder's interest in the Property.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in leau of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Porrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking beens to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Dorrower fairs to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sur is secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 hereof or change the amount of such payments.

- Borrower not Released. Extension of the time for payment or modification of amortization of the sums ascured by this Mortgage or release of any security for the obligations secured hereby, or any other amendment to the Agreement or this Mortgage granted by Lender to Borrower, to any successor in Interest of Borrower, shall not operate to release, in any manner, the flability of Borrower or Borrower's successors as the case may be. Lender shall not be required to commence proceedings against any successor in interest of Borrower or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successor in Interest.
- 10. Forbearance by Lender not a Walver. Any forbearance by Lender in exercising any light or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other items or charges by Lender shall not be a waiver or Lender's right to accelerate the maturity of the indebtedness seculed by this Mortgage.
- 11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- #2. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereor. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided in this Mortgage shall be given by personally delivering such notice to Borrower or by mailing such notice by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.



- 14. Uniform Mortgage; Governing Law; Severability. This form of Mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform mortgage covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located, except to the extent pre-empted by federal law. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provisions, and to this and the provisions of this Mortgage are declared to be severable.
- 15. Borrower's Copy. Borrower shall be furnished with a conformed copy of the Agreement and this Mortgage at the time of execution or after recordation hereof.
- 16. Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, require immediate proment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal as of the date of this Mortgage. If Lender exercises this option, Lender shall give Sorrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the drate notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.
- 17. Sale of Note; Charge of Loan Servicer. The Note or partial interest in the Note (together with this Mortgage) may be sold only or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. Borrower will be given written notice of the change in accordance with this Mortgage and applicable law. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable 'aw. The notice will state the name and address and the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 18. Hazardous Substances. Borrower shull riot cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to number residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, law suit or other action by any law of which Borrower has actual knowledgr. If Borrower leams, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly pay all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 18 "He zardous Substances" are those submances defined as toxic or hazardous substances by Environment Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, installs containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 18, "Environmental Law" means federal laws or the jurisdiction where the Property is located that relate to health, safety or environmental protection.

19. Post Judgment. Sorrower agrees that the interest rate payable after a judgment is enjared on the Note or in an action of mortgage foreclosure, shall be the rate stated in the Note or, if the state does not permit the Lender to charge the Note rate, then the judgment rate required under applicable law shall copty.

Any advances made by Lender after a judgment on the Note or in an action of mortgagy to reclosure, including, but not limited to payments of insurance premiums and real estate taxes, shall become additional indebtedness of the Borrower and shall continue to be the application of the Borrower until the indeutedness is paid in full.

20. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 13 hereof specifying: (1) the breach; (2) the action required to cure such brench; (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and the sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke any remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 20. including. but not limited to, reasonable attorney's fees to the extent permitted by law Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designes may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and uxpenses of the sale, including reasonable attorney's fees to the extent permitted by law and costs of title evidence; (b) to all sums secured by this Mortgage, and (c) the excess, if any, to the person or persons legally entitled thereto.

21. Assignment of Rents; Appointments of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 20 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 20 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fccs, premiums on receiver's bonds and reasonable attorney's tees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

- 22. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without cost to Borrower. Borrower shall pay all costs of recordation if any.
- 23. Request for Notice. Borrower requests that copies of the notice of default, and notice of sale be sent to Borrower's address which is the Property address.
- 24. No Merge. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the prior written consent of Lender.
- 25. Waiver of Homestead Borrower waives all right of homestead exemption in the Property.
- 26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the incorporated into and speements of this Mortgage as if the rider(s) were a part of this Mortgage. [applicable rider(s) shown checked below.]

		Condominium 1 - 4 Family P Planned Unit Second Hom Adjustable Re	Rider Development Riue. ne Rider	
	r //	2/	ORROWER has executed	this Manage under seal. On OF DATE
	ILLINO18 A	S TRUSTEE UI BUS (28, 1995	NDER TRUST AGREEM AND KNOWN AS TRUS	ENT ST THE CHICAGO TRUST COMPANY as Trustee the Trust no. 1101689 and not paradid. 1
	STATE OFILLI)) ss:	SEC ATTACHED ENDORY CLAUSE FOR SIGNATURE
\$	On this 47	day of	R. MOORE	1996 before me, personally appeared
CTARY		decenting	mananananan Krisi orang	Witness my hand and official seab

Signature

MARN

Name (Typed or Printed)

My Commission Expires:

ANN

(Reserved for official seal)

"OFFICIAL SEAL"

MARY ANN BISKE

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Notary Public, State of Illinois My Commission Expires 12/28/97

Property of Cook County Clark's Office

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UNOFFICIAL COPY

EXECUTION WITH EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, TRUSTEE UNDER TRUST # 1101689 Mortgage ATTACHED TO THAT _ May 24, **1996** Novus Financial Corporation TOWITH DATED

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made, on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose or hinding only that portion of the trust property specifically described herein, and this instrument to executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers command upon it as such Trustee; and that no personal liability or personal responsibility is assumed by no. riggi at any time be asserted or enforceable against The Chicago Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, The Chicego Trust Company, not personally, but as Trustee as ofcresaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Arisiant Secretary, the day and year first above written.

DATE

June 7, 1996

The Chicago Trust Company, as Trustee aforesaid and not personally,

Corporate Seal

STATE OF VI

COUNTY OF COOK

SS.

Atter Poistant Secretary

i, the undersigned, a Notary Public in and for the County and State aforesaid, DO HERELY CERTIFY, that the above named Assistant Vice Freuktent and

Assistant Secretary of The Chicago Trust Company, personally known to me to be the same parsons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate snal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

"OFFICIAL SEAL" Martha Lopez Notary Public. State of Illinois My Commission Expires 4/8/98

Notarial Sen C WIPWINGOWPOOCSFOAREXCULP LTR ren under my hand and Notarial Seal this

day

1996.

Property of Cook County Clerk's Office